

EXHIBIT F



November 26, 1979

Harrison Erickson
95 Fifth Avenue
New York, New York 10003

Dear Wayne & Bonnie:

I am delighted that we have been able to work out a contract governing the future use of the Phillie Phanatic. I am both hopeful and confident that our relationship in the future will be harmonious and artistically successful and economically advantageous.

This letter will serve to confirm our agreement with respect to the resolution of certain open matters not covered by our new agreement. In particular, we have agreed on the following:

1) A lump sum payment to be made by us to you in the aggregate amount of \$115,000 to be paid on the following basis: \$30,000 on or before November 30, 1979 and \$85,000 on or before January 25, 1980.

2) In consideration of the aforesaid lump sum payments,

A. You have agreed to waive and release all claims for payment with respect to all merchandise bearing reproductions of the Phillie Phanatic heretofore purchased by us, for which we did not account in the July 15, 1979 accounting. The items to which this payment applies are described on the annexed list which has been prepared under my supervision. It reflects correctly the total amount of merchandise purchased and heretofore not accounted for.

B. You have agreed that until November 1, 1980 only, we may sell off any of the items described in the

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list that are presently in inventory free of interference or claims by you. We have agreed that none of the items will be sold, distributed or otherwise used by us after October 31, 1980, provided however that we may sell the large doll items only at Veteran's Stadium after such date.

C. You have agreed to waive and release any claims for additional payments due you pursuant to the accounting dated July 15, 1979.

D. You have agreed to the waiver and release referred to in paragraph "4" below.

3) You have requested, and we deliver to you herewith, a complete list of all royalty agreements whereby we authorized reproductions of the Phillie Phanatic. The only such agreement is with the Velvasheen Manufacturing Corp. and a copy is enclosed herewith. We will inform them in writing that they should discontinue all sales of Phillie Phanatic items and exclude them from the agreement as of no later than March 1, 1980. We will also inform them in writing that commencing as of December 3, 1979 they should account to you on all sales of Phillie Phanatic tee-shirts.

4) With respect to all existing claims asserted in the litigation and otherwise by either you or us, including claims for copyright infringement, we have agreed to release you, you have agreed to release us, and we both have agreed to, and hereby do, waive and release all claims against each other and you have further agreed to waive and release all claims you may now have against third parties by reason of their use or uses of reproductions of the Phillie Phanatic through us.

5) You have agreed that prior to November 1, 1980 we may use the Phillie Phanatic costume in connection with television commercials promoting the sale of the items described on the annexed schedule provided however that we provide you with copies of each such television commercial.



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6) You also have agreed that you will not manufacture, distribute, license or cause to be sold any Phillie Phanatic dolls prior to November 1, 1980, in order to provide us with the opportunity to sell off our existing inventory of such dolls. Should we sell off our existing inventory prior to that date, we will so inform you promptly and you may thereupon have the right to begin selling Phillie Phanatic dolls.

7) You have agreed that, pursuant to paragraph "7" of the new agreement, we may employ David Raymond and John Sullivan, who incidentally is the son of Frank Sullivan, to perform as the Phillie Phanatic and you waive any further requirement that these two individuals be approved by you in writing.

8) You have also agreed that the cartoon strip which has been written by Don Vanozzi will continue to be authorized through you subject to your approval with him of mutually agreeable terms.

To confirm your agreement with the foregoing, please sign a copy of this letter in the place indicated.

Very truly yours,

PHILADELPHIA NATIONAL LEAGUE CLUB

By: William G. Giles
William Giles

AGREED AND ACCEPTED:

HARRISON ERICKSON

By: Harrison Erickson

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SCHEDULE

Number to be Accounted For

1.	Large Dolls	93,614
2.	Small Dolls	62,515
3.	Adult T-Shirts	6,070
4.	Child T-Shirts	16,127
5.	Pennants	12,914
6.	Badges	25,807
7.	Coloring Books	51,925
8.	Tie Tacks	7,000
9.	License Plates	50,000